IN THE HIGH COURT OF JUDICATURE AT BOMBAY

O.O.C.J.

SUMMONS FOR JUDGMENT NO.218 OF 2006

IN

SUMMARY SUIT NO.13 OF 2006

...

SHRI ADHIKARI BROTHERS TELEVISION
NETWORKS LTD. ...Plaintiff

v/s.

AD MERCHANT INDIA (P) LTD.
AND ANR. ...Defendants

...

CORAM: D.K.DESHMUKH, J.

DATED: 10TH OCTOBER,2006

P.C.:

The contention of the Defendant is that even accepting the case of the Plaintiff that part of

cause of action has arisen in Mumbai and by the invoice exclusive jurisdiction is conferred on Mumbai court, still leave under Clause 12 of the Letters Patent would be necessary.

2. It is further the defence of the Defendant that the endorsement on the invoice "subject to Mumbai Jurisdiction only" does not confer exclusive jurisdiction on this court.

3. So far as first part of the defence is concerned, the learned counsel appearing for the Plaintiff is not in a position to point out any authority which shows that even though part of cause of action arises in the jurisdiction of this court and by agreement between the parties, the parties have agreed to confer exclusive jurisdiction on this court, then leave under Clause 12 is not necessary.

4. In this view of the matter, therefore, the defence raised by the Defendant cannot be termed as moon shine defence. Defendant is, therefore, entitled to leave to defend the suit. Suit to be transferred to commercial cause list. Written statement to be filed within eight weeks from today.

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